

1 THE HONORABLE ROBERT S. LASNIK
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8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON

10 FIBERLAY, INC., a Washington corporation;
11 R.L. BROCK & ASSOCIATES, INC., a
12 Washington corporation; and ROBERT L.
13 BROCK, an individual,

14 Plaintiffs,
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16 v.
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18 GRACO, INC., a Minnesota corporation; and
19 GRACO WASHINGTON INC., a Washington
20 corporation,
21
22 Defendants.

No. 11-01441 RSL

STIPULATED PROTECTIVE ORDER AND
STIPULATED ORDER REGARDING
“CLAWBACK” OF INADVERTENTLY
PRODUCED DOCUMENTS

NOTE ON MOTION CALENDAR:

Wednesday, February 22, 2012

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28 I. STIPULATION

29 THE NEED FOR CONFIDENTIALITY

30 By letter dated November 14, 2011, this Court informed the parties that it would not
31 enter the proposed “Stipulated Protective Order and Stipulated Order Regarding “Clawback”
32 of Inadvertently Produced Documents.” The Court noted five deficiencies with the proposed
33 order. Plaintiffs and Defendants have addressed those deficiencies and hereby stipulate and
34 agree to this revised order and the procedures set forth herein for designating and protecting

1 confidential or proprietary information and for addressing the inadvertent production of
2 Privileged Material as herein defined.

3 The primary purpose of this order is to protect the confidential and proprietary
4 information of Toray Composites (America), Inc. (“Toray”) and Defendants (collectively
5 “Graco”). Toray is not a party to this action. Toray purchased products from Graco at issue
6 in this lawsuit. Plaintiffs allege that Graco failed to pay them the proper sales commission for
7 the sale of these products.

8 Toray manufactures composite materials for the aerospace, automobile and other
9 industries through confidential and proprietary methods. Graco collaborated with Toray to
10 develop these confidential and proprietary manufacturing methods. Toray requires Graco
11 employees to sign non-disclosure agreements requiring that all business information and any
12 confidential and proprietary data be held in confidence and not disclosed absent Toray’s
13 authorization. The disclosure of Toray’s and Graco’s manufacturing methods and costs of
14 production could provide an unfair advantage to Toray’s competitors and Graco’s
15 competitors. Accordingly, the primary purpose of this order is to protect Toray and Graco
16 from the public disclosure of their confidential or proprietary information.

17 **CONFIDENTIALITY**

18 1. This Order shall apply to and govern all information that the disclosing party
19 designates as “CONFIDENTIAL” during discovery in this case. This includes depositions,
20 documents produced in response to requests for production of documents, answers to
21 interrogatories, responses to requests for admissions, and all other discovery in any form.

1 2. When used in this Order, the phrase "disclosing party" shall refer to the parties
2 to the above-captioned litigation or to non-parties who give testimony or produce documents
3 or other material.

4 3. When used in this Order, the word "document" encompasses, but is not limited
5 to, any type of document or testimony, including all documents or things described in Federal
6 Rule of Evidence 1001(1)-(4) and/or Rule 34.

7 4. The disclosing party who designates any material "CONFIDENTIAL"
8 (sometimes referred to herein as a "designating party") bears the burden of establishing the
9 "CONFIDENTIAL" status of such material in any situation in which the designation is at
10 issue, and nothing in this Order shall be construed to alter such burden. The parties enter into
11 and stipulate to this Order without prejudice to the rights of any party to assert or contest the
12 "CONFIDENTIAL" status of any material as set forth below.

13 5. A disclosing party may designate as "CONFIDENTIAL" any trade secret or
14 other confidential research, design, development, financial or commercial information, as
15 such terms are used in Rule 26(c)(1)(G), and any information that is subject to a
16 confidentiality or nondisclosure agreement between any of the parties and any third party. In
17 particular, the parties agree and the Court orders that Graco, Inc. may designate as
18 "CONFIDENTIAL" any information that is subject to any Non-Disclosure Agreement
19 entered into between Graco and Toray Composites (America), Inc., and that such information
20 will be treated as CONFIDENTIAL pursuant to this Stipulated Order.

21 6. In designating material as "CONFIDENTIAL," a disclosing party shall make
22 such a designation only as to material which it in good faith believes is confidential.
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1 7. Any party or non-party receiving any non-public material from a disclosing
2 party, regardless of whether such material is designated as “CONFIDENTIAL,” shall use that
3 material solely for the purpose of conducting this litigation and not for any other purpose
4 whatsoever.

5 8. In the absence of written permission from the disclosing party or an order of
6 the Court, material designated as “CONFIDENTIAL” may be disclosed only to the following
7 persons:

8 (a) The named parties and the attorneys working on the above-captioned litigation
9 on behalf of any party, including attorneys consulting with or advising any party to the above-
10 captioned litigation, in-house attorneys, paralegals, and staff, stenographic and clerical
11 employees and contractors working under the direct supervision of such counsel;

12 (b) Any expert or consultant who is expressly retained by any attorney described
13 in Paragraph 8(a) to assist in the above-captioned litigation, with disclosure only to the extent
14 reasonably necessary to perform such work;

15 (c) Any fact witness, including named parties, provided, however, that the witness
16 (i) shall not retain any documents marked as “CONFIDENTIAL,” and (ii) shall be informed,
17 prior to being shown materials marked as “CONFIDENTIAL,” that he/she is being shown
18 such materials solely for use in this Action; and

19 (d) The Court, jury, court personnel, court reporters, and other persons connected
20 with the Court.

21 9. The persons described in Paragraphs 8(a)-(c) shall have access to
22 “CONFIDENTIAL” material only after they have been made aware of the provisions of this
23 Order (including, without limitation, Paragraph 7). Counsel retaining or representing the

1 persons described in Paragraph 8(b) shall require that such persons manifest their assent to be
2 bound by the provisions of this Order by signing a copy of the annexed
3 “ACKNOWLEDGMENT.” The persons described in Paragraph 8(c) shall have access to
4 “CONFIDENTIAL” material only after Counsel retaining, representing, interviewing or
5 deposing those persons has provided a copy of this Order to such persons for review and
6 requests (but shall not require) those persons to manifest their assent to be bound by the
7 provisions of this Order by signing a copy of the annexed “ACKNOWLEDGMENT.”
8
9 Counsel shall retain copies of the signed “ACKNOWLEDGMENT” forms until the
10 completion of the above-captioned litigation. Any person receiving “CONFIDENTIAL”
11 material is enjoined from disclosing that material to any other person, except in conformance
12 with this Order. The parties shall act in good faith to eliminate, whenever possible, the
13 expenditure of “on the record” time to effectuate or confirm compliance with this Paragraph
14 at any deposition.

17 10. A list shall be maintained by counsel for the parties hereto of the names of all
18 persons (except for counsel and their support personnel) to whom any “CONFIDENTIAL”
19 material is disclosed, or to whom the information contained therein is disclosed. Upon a good
20 faith showing by a party that this Order has been violated, the Court may review such lists if
21 necessary and appropriate to address or resolve the purported violation.

23 11. This Court shall retain jurisdiction over this Order, including any proceedings
24 relating to performance under or compliance with the Order. Individuals who receive
25 “CONFIDENTIAL” material shall be subject to this Order and to the jurisdiction of this Court
26 concerning this Order.

1 12. The recipient of any “CONFIDENTIAL” material that is provided under this
2 Order shall maintain such material in a secure and safe area and shall exercise the same
3 standard of due and proper care with respect to the storage, custody, use and/or dissemination
4 of such material as is exercised by the recipient with respect to its own proprietary material.
5
6 “CONFIDENTIAL” material shall not be copied, reproduced, summarized, extracted or
7 abstracted, except to the extent that such copying, reproduction, summarization, extraction or
8 abstraction is reasonably necessary for the conduct of this lawsuit. All such copies,
9 reproductions, summarizations, extractions, and abstractions shall be subject to the terms of
10 the Order and labeled in the same manner as the designated material on which they are based.
11

12 13. Disclosing parties shall designate “CONFIDENTIAL” material as follows:

13 (a) In the case of documents, interrogatory answers, responses to requests to
14 admit, and the information contained therein, designation shall be made, as appropriate under
15 the terms of this Stipulation and Order, by placing the following legend on each page of any
16 such document: “CONFIDENTIAL.” In the event that a disclosing party inadvertently fails
17 to stamp or otherwise designate a document or other material as “CONFIDENTIAL” at the
18 time of its production, that disclosing party may stamp or otherwise designate the document
19 or other material as “CONFIDENTIAL” at any reasonable time thereafter. The delay in
20 designating a document as “CONFIDENTIAL” shall not, in and of itself, be deemed to have
21 effected a waiver of any of the protections of this Order, but such document or other material
22 shall be treated as “CONFIDENTIAL” only beginning at the time such designation occurs,
23 provided, however, that the foregoing provision shall not apply to any documents or material
24 that had already been made publicly available prior to the designation.
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1 (b) “CONFIDENTIAL” material may be used in depositions. Designation of the
2 portion of the deposition transcript (including exhibits) that contains “CONFIDENTIAL”
3 material shall be made by a statement to such effect on the record in the course of the
4 deposition or, upon review of such transcript, by the disclosing party or counsel for the
5 disclosing party to whose “CONFIDENTIAL” material the deponent has had access, which
6 shall be so designated within twenty-one days after the transcript of the deposition is made
7 available. During those twenty-one days, the entire deposition transcript, including exhibits,
8 shall be deemed “CONFIDENTIAL.”

9
10 (c) Any “CONFIDENTIAL” material produced in a non-paper media (e.g.,
11 videotape, audiotape, computer disc) may be designated as such by labeling the outside of
12 such non-paper media as “CONFIDENTIAL.” In the event a receiving party generates any
13 electronic copy, “hard copy,” transcription, or printout from any such designated non-paper
14 media, such party must treat each copy, transcription, or printout as “CONFIDENTIAL”
15 pursuant to the terms of this Order.

16 14. Nothing in this Order shall be taken as indicating that any information is in fact
17 “CONFIDENTIAL” or entitled to confidential treatment. No party shall be obligated to
18 challenge the propriety of a “CONFIDENTIAL” designation at the time made, and a failure to
19 do so shall not preclude a subsequent challenge thereto, nor shall a party that has designated
20 materials or information as “CONFIDENTIAL” contend that any delay by another party in
21 objecting to the designating party’s “CONFIDENTIAL” designation in any way (a) lends
22 support to the designating party’s “CONFIDENTIAL” designation or (b) invalidates or
23 diminishes in any way the objecting party’s challenge of the “CONFIDENTIAL” designation
24 for any such materials or information. In the event that any party disagrees at any stage of
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1 these proceedings with such designation, counsel for such party shall notify counsel for the
2 disclosing party in writing (the “Notice”). The objecting party shall identify each particular
3 document bearing a designation to which it objects and shall specify the reason(s) for the
4 objection, provided that the party challenging the “CONFIDENTIAL” designation may
5 identify multiple documents by Bates number (whether in a range of consecutive numbers or
6 otherwise) in its Notice when the reason or reasons for challenging the “CONFIDENTIAL”
7 designation apply in the same manner to the documents identified in the Notice. Within seven
8 calendar days of the receipt of the Notice, counsel for the parties (and any non-party involved)
9 shall promptly schedule a date and time to meet and confer to attempt resolve the dispute in
10 good faith on an informal basis consistent with the requirement to confer in good faith under
11 Rule 26(c)(1) and Rule 37(a)(1). If the dispute cannot be resolved, the party that designated
12 the materials in question as “CONFIDENTIAL” may request appropriate relief from the
13 Court, and the objecting party may also request any relief from the Court that it deems
14 appropriate (which shall have first been raised no later than during the parties’ meet and
15 confer) in its opposition to the designating party’s motion or other proposed method of
16 seeking relief from the Court. The materials in question shall retain their “CONFIDENTIAL”
17 status until the Court rules on any such motion so long as the party that designated the
18 materials in question as “CONFIDENTIAL” seeks relief from the Court within: (i) thirty
19 days of the date the parties initially met and conferred, if the disagreement pertains to fewer
20 than ten documents; or (ii) forty-five days of the date the parties initially met and conferred, if
21 the disagreement pertains to ten or more documents. The parties (and any non-party
22 involved) may agree to extend the time for the disclosing party to apply to the Court for relief.
23
24 If the designating party does not apply to the Court for a ruling on the designation of

1 discovery material as “CONFIDENTIAL” within the time period prescribed herein or agreed
2 to by the parties, the discovery material will no longer be deemed “CONFIDENTIAL.” The
3 designating party may request a telephonic hearing with respect to the “CONFIDENTIAL”
4 status of materials in compliance with Local Rule 7(i). Nothing in this Order shall alter the
5 burden on the disclosing party to establish the “CONFIDENTIAL” status of information it has
6 so designated.

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8 15. Nothing contained in this Order shall be construed to limit any party’s right to
9 use or offer in Court any “CONFIDENTIAL” information, except that no
10 “CONFIDENTIAL” information shall be used or offered in Court or filed in the public record
11 absent the consent of the disclosing party or until the Court rules on a motion to seal pursuant
12 to the provisions of paragraph 16.

13
14 16. Documents containing “CONFIDENTIAL” material shall not be filed with the
15 Court unless the filing party reasonably believes it is reasonably necessary to do so for
16 purposes of trial, motions or other Court matters. The parties will comply with Local Rule
17 5.2(a) pertaining to redacted filings and shall refrain from including, or shall partially redact
18 where inclusion is necessary, personal data identifiers from all documents filed with the court
19 or used as exhibits in any hearing or at trial, unless otherwise ordered by the Court. In the
20 event that a party intends to file “CONFIDENTIAL” materials with the Court, it shall provide
21 at least 14 days notice to the party that designated the materials as “CONFIDENTIAL.” Such
22 notice shall include identification by Bates number, deposition page transcript or other
23 specific means of all “CONFIDENTIAL” materials the party intends to file with the Court. In
24 such instance:

1 (a) The party that designated the materials as “CONFIDENTIAL” shall determine
2 if a motion to seal is desired. Upon making such determination, the party shall, within 14
3 days of its receipt of the notice, file a motion to seal the “CONFIDENTIAL” materials
4 pursuant to Local Rule 5(g).

5 (b) The moving party shall not file the “CONFIDENTIAL” materials with the
6 Court until at least 7 days after the Court enters a ruling on the motion to seal the
7 “CONFIDENTIAL” materials.

8 (c) Any motion to seal filed under any subsection of this Paragraph 16 shall be
9 noted for consideration no earlier than the second Friday after filing pursuant to Local Civil
10 Rule 7(d)(2)(c). The Clerk of the Court shall maintain the “CONFIDENTIAL” materials
11 under seal until the Court rules on the motion to seal, subject to the provisions of the
12 following Paragraph 17.

13 17. In the event the Court denies a motion to seal documents labeled
14 “CONFIDENTIAL,” the Clerk of the Court shall leave the documents under seal for a period
15 of three days after the date of the Court’s denial of the motion to seal. If the filing party
16 initially designated the documents “CONFIDENTIAL,” then within that three-day period, the
17 filing party may, at its option, withdraw the documents, in which case the documents initially
18 filed under seal shall not be considered by the Court. If the filing party does not withdraw the
19 documents within the time period prescribed by this Paragraph, the material shall be filed
20 unsealed in the Court file. If the filing party did not initially designate the documents
21 “CONFIDENTIAL,” the materials shall be filed unsealed in the Court file.

22 18. In the event that any “CONFIDENTIAL” material is used in any Court
23 proceeding in connection with this litigation, it shall not lose its “CONFIDENTIAL” status

1 through such use, and the parties shall take all steps reasonably required to protect its
2 confidentiality during such use. In particular, while a motion to seal is pending and before the
3 Court has ruled, no party shall make use in open court of any documents that are subject to
4 that motion to seal without the consent of the designating party or the permission of the Court.
5

6 19. If “CONFIDENTIAL” material is disclosed to any person other than in the
7 manner authorized by this Order, the person or party responsible for the disclosure must
8 seasonably bring all pertinent facts relating to such disclosure to the attention of counsel for
9 the disclosing party and, without prejudice to any other rights and remedies of the parties or
10 non-parties, make every effort to prevent further disclosure by it or by the person who was the
11 recipient of such material.

13 20. Nothing in this Order shall preclude any parties or non-parties to the lawsuit or
14 their attorneys (a) from showing a document or part of a document designated as
15 “CONFIDENTIAL” to an individual who either prepared the document or is identified on the
16 face of the document as an addressee or copy addressee, or (b) from disclosing or using, in
17 any manner or for any purpose, any material or documents from the disclosing party’s own
18 files which the disclosing party itself has designated as “CONFIDENTIAL.”
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21 21. In the event any receiving party having possession, custody or control of any
22 “CONFIDENTIAL” material receives a subpoena, request for production of documents, or
23 other process or order to produce such material in another legal proceeding, from a nonparty
24 to the above-captioned litigation, the receiving party shall:

26 (a) give prompt written notice of the subpoena, request for production of
27 documents, or other process or order to counsel for the disclosing party that designated the
28 material as “CONFIDENTIAL”;

1 (b) furnish counsel for that disclosing party with a copy of the subpoena, request
2 for production of documents, or other process or order; and

3 (c) cooperate with respect to all reasonable and legitimate procedures sought to be
4 pursued by the disclosing party whose interests may be affected. The disclosing party
5 asserting the "CONFIDENTIAL" treatment shall have the burden of defending against such
6 subpoena, process or order. The party receiving the subpoena, request for production of
7 documents, or other process or order shall be entitled to comply with it except to the extent
8 the disclosing party asserting the "CONFIDENTIAL" treatment is successful in obtaining an
9 order modifying or quashing the subpoena, request for production of documents, or other
10 process or order, provided, however, that the party receiving the subpoena, request for
11 production of documents, or other process shall await the disposition of any motion to quash
12 or motion for a protective order timely filed by the disclosing party before producing any
13 "CONFIDENTIAL" information in response to the subpoena, request for production of
14 documents, or other process or order.

15 22. Within sixty days of the termination of litigation between the parties, including
16 final appellate action or the expiration of time to appeal or seek further review, all nonpublic
17 material produced by a disclosing party, regardless of whether it has been designated
18 "CONFIDENTIAL," and all copies thereof, shall (at the request of the disclosing party) be
19 returned to the disclosing party or destroyed. The provisions of this paragraph shall not apply
20 to materials filed with the Court, whether sealed or unsealed. The Court will not return any
21 filed materials to the disclosing party. If destroyed, counsel shall certify the destruction and
22 provide a copy of the certification to the disclosing party. Counsel for each disclosing party
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1 shall be entitled to retain all pleadings, motion papers, legal memoranda, correspondence and
2 work product.

3 23. Except as specifically provided herein, the terms, conditions, and limitations of
4 this Order shall survive the termination of the above-captioned litigation.
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6 24. This Order is without prejudice to the right of any party or non-party to seek
7 relief from the Court from any of the provisions contained herein.
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9 25. This Order shall not be construed as waiving any right to assert a claim of
10 privilege, relevance, over breadth, burdensomeness or other grounds for not producing
11 material called for, and access to all material (whether designated as "CONFIDENTIAL" or
12 not) shall be only as provided by the discovery rules and other applicable law.
13

14 26. The parties will abide by all Court orders and statutory provisions (including
15 applicable law and court orders concerning such provisions) concerning the eligibility of each
16 party to receive documents or other material through discovery. Any party that is eligible to
17 receive such documents or material shall not provide any documents or material, or
18 information that is contained in or derived from such documents or material, to any other
19 party unless the other party also is eligible to receive such documents or material. Nothing in
20 this Paragraph, however, shall be read to prevent the parties from filing documents in support
21 of or in opposition to motions in this Court.
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23 **INADVERTENT PRODUCTION**
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25 27. To the maximum extent permitted by law, the undersigned agree, and the
26 Court orders, that the production of documents by parties, non-party Toray Composites
27 (America), Inc. ("Toray"), and other non-parties that produce documents in this action
28 (collectively, the "Producing Party") shall be governed by Federal Rule of Civil Procedure

1 26(b)(5)(B) and Federal Rule of Evidence 502 regarding the inadvertent production of
2 material protected by the attorney-client privilege, the work product doctrine, or any other
3 privilege or protection from disclosure recognized under applicable law (“Privileged
4 Material”).
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6 28. The procedure set forth below is intended to reduce the time and expense of an
7 initial review for privilege (including any privilege or protection from disclosure recognized
8 under applicable law) and work product protection by providing the Producing Party or any
9 other party purporting to hold a privilege, with an efficient method for retrieving or “clawing
10 back” inadvertently produced Privileged Material, subject to any resolution of any dispute
11 over the privileged or protected status of the Privileged Material, and for foreclosing any
12 arguments of waiver, subject to the procedures outlined below for bringing disputed claims to
13 the Court for resolution.
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16 29. If a Producing Party, or any other party purporting to hold a privilege, has a
17 good faith belief that Privileged Material has been inadvertently produced, it shall promptly
18 notify the receiving parties of its claim of privilege or protection. In connection with this
19 provision, the parties, Toray and other third parties shall comply with their ethical and legal
20 obligations concerning the actual or apparent inadvertent production of Privileged Material,
21 including their obligation to promptly notify the Producing Party in appropriate
22 circumstances.
23

24 30. Upon receipt of any notice claiming that a document is or includes Privileged
25 Material, all other parties, Toray and other third parties producing documents or information
26 (regardless of whether they agree with the claim of privilege or work-product protection) shall
27 promptly:
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1 (a) use reasonable efforts to destroy or sequester all copies of the inadvertently
2 produced documents or material in their possession, custody, or control, and notify the
3 Producing Party, or any other party purporting to hold a privilege, that they have done so;
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5 (b) notify the Producing Party that they have taken reasonable steps to retrieve and
6 destroy or sequester the inadvertently produced documents or material from other persons, if
7 any, to whom such documents or material have been provided, consistent with Rule
8 26(b)(5)(B).

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10 31. To the extent a receiving party disputes the claim of privilege or work-product
11 protection (the “Disputing Party”), the Disputing Party shall notify the Producing Party, or
12 any other party purporting to hold a privilege, of its position within seven days of receiving
13 the notice (the “Dispute Notification”). Within seven days of receiving the Dispute
14 Notification, the Producing Party, or any other party purporting to hold a privilege, shall
15 either withdraw its claim of privilege or confer with the Disputing Party in an effort to resolve
16 their disagreement. If the disagreement is not resolved, the Producing Party, or any other party
17 purporting to hold a privilege, and the Disputing Party shall cooperate in presenting the
18 dispute to the Court through the expedited procedure set forth in Local Rule 37(a)(1)(B). The
19 Producing Party, or any other party purporting to hold a privilege, shall provide the Disputing
20 Party with its draft of the joint statement contemplated by Local Rule 37(a)(1)(B)1 within
21 seven days of the conclusion of the parties’ conference. In arguing issues concerning an
22 asserted protection for Privileged Material, no party shall claim a waiver by reason of the
23 inadvertent production in this action, a related action, or to a government agency of
24 documents that are the subject of the dispute.

1 32. Pursuant to Fed. R. Evid. 502(d), the inadvertent production of Privileged
2 Material in this proceeding shall not constitute a waiver of any applicable privilege, protection
3 or prohibition from disclosure of that Privileged Material in any other federal or state
4 proceeding.
5

6 33. If, during a deposition, a party claims that a document being used in the
7 deposition (e.g., marked as an exhibit, shown to the witness, or made the subject of
8 examination) is subject to privilege or work-product protection, it may at its sole election (a)
9 allow the document to be used in the deposition without waiver of its claim of privilege or
10 work-product protection or (b) consistent with Federal Rule of Civil Procedure 30(c)(2),
11 instruct the witness not to answer questions concerning the document pending a prompt
12 resolution of any disagreement concerning the document's privileged or work-product
13 protected status. If the party allows the examination concerning the document to proceed on a
14 non-waiver basis, the parties shall sequester all copies of the purportedly-privileged or work-
15 product protected document. Immediately following the deposition, the parties will
16 commence the procedure outlined in the preceding paragraphs to address the claim of
17 privilege or other protection. Until the dispute is resolved, all parties shall treat the transcript
18 of such deposition as confidential. If the party instructs the witness not to answer questions
19 concerning the document, the parties will then cooperate in promptly submitting the issue of
20 the document's status to the Court for expedited resolution using the procedures set forth in
21 Local Rule 37(a)(1)(B). A party that halts a deposition on the basis of a privilege that the
22 Court deems not to exist may bear the cost of completing the deposition.
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1 DATED this 22nd day of March, 2012.

2 WILLIAMS, KASTNER & GIBBS PLLC

3 By s/Samantha W. Noonan – *per email*
4 authorization

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27 Attorneys for Defendants Graco Inc.
28 and Graco Washington Inc.

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2 **II. ORDER**
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5 The Parties having stipulated to the above Stipulated Protective Order, IT IS SO
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7 ORDERED.
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9 DATED this 9th day of March, 2012.
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Robert S. Lasnik
THE HONORABLE ROBERT S. LASNIK
U.S. DISTRICT COURT JUDGE

ACKNOWLEDGMENT

I have been informed that on _____, the U.S. District Court for the Western District of Washington at Seattle entered a STIPULATED PROTECTIVE ORDER in *IN RE FIBERLAY, INC., R.L. BROCK & ASSOCIATES, AND ROBERT L. BROCK v. GRACO, INC. AND GRACO WASHINGTON, INC.*, Case No. 11-01441 RSL. I have read the STIPULATED PROTECTIVE ORDER, I agree to abide by the obligations of the STIPULATED PROTECTIVE ORDER as they apply to me, and I voluntarily submit to the jurisdiction of the U.S. District Court for the Western District of Washington for purposes of any proceeding related to the STIPULATED PROTECTIVE ORDER, including my receipt or review of information that has been designated as “CONFIDENTIAL.”

(Signature)

(Printed Name)

(Title or Position)

(Company)

Dated: